

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND

ROGER MANDARELLI,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	C.A. No.1:16-cv-00442-S-LDA
	)	
BANK OF AMERICA, N.A.;	)	
FANNIE MAE AS TRUSTEE FOR	)	
REMIC TRUST 2004-W3,	)	
	)	
Defendants.	)	

**FEDERAL NATIONAL MORTGAGE ASSOCIATION'S ANSWER AND  
AFFIRMATIVE DEFENSES TO PLAINTIFF'S AMENDED COMPLAINT**

Defendant Federal National Mortgage Association ("Fannie Mae" or "Defendant"), by and through its undersigned counsel, Shechtman Halperin Savage, LLP, hereby answers the April 28, 2017 Amended Complaint (the "Complaint") filed by Plaintiff Roger Mandarelli ("Mandarelli" or "Plaintiff") as follows:

1. Fannie Mae lacks sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 1, and therefore denies them on that basis, except to admit, upon information and belief, that Plaintiff resides at 4-6 Hemlock Court, Johnson, Rhode Island (the "Property").

2. Fannie Mae denies the allegations in Paragraph 2, except to admit that the referenced mortgage speaks for itself and is the best evidence of its contents.

3. Fannie Mae denies the allegations in Paragraph 3, except to admit that the referenced mortgage and note speak for themselves and are the best evidence of their

contents.

4. Fannie Mae lacks sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 4, and therefore denies them, except to admit, upon information and belief, that Bank of America, N.A. (“BANA”) is a national banking association with its principal place of business in Charlotte, North Carolina.

5. Fannie Mae denies the allegations in Paragraph 5, except to admit that the referenced Exhibit B speaks for itself and is the best evidence of its contents.

6. Paragraph 6 contains legal argument or conclusions, and contains allegations denoted against another party, not against Fannie Mae, to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 6. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

7. Paragraph 7 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 7, except to admit that the mortgage speaks for itself and is the best evidence of its contents.

8. Paragraph 8 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 8, except to admit that the mortgage speaks for itself and is the best evidence of its contents.

9. Paragraph 9 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 9, except to admit that the mortgage speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

10. Paragraph 10 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 10, except to admit that the mortgage speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

11. Paragraph 11 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 11 and states that a notice of default was sent. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

12. Paragraph 12 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 12. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

13. Paragraph 13 contains legal argument or conclusions, and contains allegations denoted against another party, not against Fannie Mae, to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 13, except to admit that the referenced letter speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

14. Paragraph 14 contains legal argument or conclusions, and contains allegations denoted against another party, not against Fannie Mae, to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 14,

except to admit that the referenced letter speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

15. Paragraph 15 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 15. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

16. Paragraph 16 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae lacks sufficient knowledge or information to respond to the allegations in Paragraph 16, and therefore denies them on that basis. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

17. Paragraph 17 contains legal argument or conclusions, and contains allegations denoted against another party, not against Fannie Mae, to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 17. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

18. Paragraph 18 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 18. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

**COUNT I**  
**BREACH OF CONTRACT**

19. Fannie Mae repeats, reiterates, and realleges each and every response, as if

fully set forth herein, to Paragraphs 1-18.

20. Fannie Mae lacks sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 20, and therefore denies them on that basis. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

21. Paragraph 21 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 21, except to admit that the mortgage speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

22. Paragraph 22 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 22. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

23. Paragraph 23 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 23. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

24. Paragraph 24 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 24, except to admit that the mortgage speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

25. Paragraph 25 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 25, except to admit that the mortgage speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

26. Paragraph 26 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 26, except to admit that the mortgage speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

27. Paragraph 27 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 27, except to admit that the mortgage speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

28. Paragraph 28 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

29. Paragraph 29 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 29, except to admit that the mortgage speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

30. Paragraph 30 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 30. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

31. Paragraph 31 contains legal argument or conclusions, and contains allegations denoted against another party, not against Fannie Mae, to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 31. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

32. Fannie Mae denies the allegations contained in Paragraph 32. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

33. Paragraph 33 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 33, except to admit that the referenced statute speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

34. Paragraph 34 contains legal argument or conclusions, and contains allegations denoted against another party, not Fannie Mae, to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 34. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

35. Paragraph 35 contains legal argument or conclusions to which no response is

required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 35. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

36. Paragraph 36 contains legal argument or conclusions, to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 36. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

**COUNT II**  
**VIOLATION OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**

37. Fannie Mae repeats, reiterates, and realleges each and every response, as if fully set forth herein, to Paragraphs 1-36.

38. Paragraph 38 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 38, except to admit that the mortgage speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

39. Paragraph 39 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 39, except to admit that the mortgage speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

40. Paragraph 40 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in



Paragraph 40 and its subparagraphs (a)-(c), except to admit that the mortgage and referenced statute speak for themselves and are the best evidence of their contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

41. Paragraph 41 contains legal argument or conclusions, and contains allegations denoted against another party, not Fannie Mae, to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 41, except to admit that the mortgage speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

42. Paragraph 42 contains legal argument or conclusions, to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 42, except to admit that the mortgage speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

43. Paragraph 43 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 43 and its subparagraphs (a)-(c). Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

44. Paragraph 44 contains legal argument or conclusions, and contains allegations denoted against another party, not Fannie Mae, to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 44, except to

admit that the mortgage speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

### **COUNT III**

#### **COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES**

45. Fannie Mae repeats, reiterates, and realleges each and every response, as if fully set forth herein, to Paragraphs 1-44.

46. Fannie Mae lacks sufficient knowledge or information to respond to the allegations in Paragraph 46, and therefore denies them on that basis. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

47. Paragraph 47 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 47. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

### **COUNT IV**

#### **COMPLAINT FOR DAMAGES FOR VIOLATIONS OF THE TRUTH IN LENDING ACT BY FANNIE MAE TRUST 2004-W3'S FAILURE TO SEND THE PLAINTIFF A MONTHLY MORTGAGE STATEMENT EACH MONTH PURSUANT TO THE PROVISIONS OF 12 C.F.R. 1026.41 AND 15 U.S.C. 1638**

48. Fannie Mae repeats, reiterates, and realleges each and every response, as if fully set forth herein, to Paragraphs 1-47.

49. Paragraph 49 contains legal argument or conclusions to which no response is

required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 49. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

50. Paragraph 50 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 50, except to admit that the referenced statute and regulation speak for themselves and are the best evidence of their contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

51. Paragraph 51 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae admits this Court has jurisdiction over this action, but denies the remaining allegations in Paragraph 51, except to admit that the referenced statute speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

52. Paragraph 52 contains legal argument or conclusions, and contains allegations denoted against another party, not against Fannie Mae, to which no response is required. To the extent a response is required, Fannie Mae lacks sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 52, and therefore denies them on that basis, except to admit, upon information and belief, that BANA is a national banking association and it, in part, services residential mortgage loans, including the loan which is the subject of Plaintiff's Complaint.

53. Paragraph 53 contains legal argument or conclusions to which no response

is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 53.

54. Paragraph 54 contains legal argument or conclusions to which no response is required. To the extent a response is required, the referenced statute speaks for itself and is the best evidence of its contents.

55. Paragraph 55 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 55, except to admit that the referenced regulation speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

56. Paragraph 56 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 56, except to admit that the referenced regulation speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

57. Paragraph 57 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 57, except to admit that the referenced regulation speaks for itself and is the best evidence of its contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

58. Paragraph 58 contains legal argument or conclusions, and contains allegations denoted against another party, not Fannie Mae, to which no response is required. To the extent a response is required, Fannie Mae lacks sufficient knowledge or information to form a belief

as to the truth of the allegations in Paragraph 58, and denies them on that basis, except to admit that the referenced writing and statute speak for themselves and are the best evidence of their contents. Finally, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

59. The allegations contained in Paragraph 59 are vague and ambiguous in that the “charge” and time period are not defined. Paragraph 58 also contains allegations denoted against another party, not Fannie Mae, to which no response is required. To the extent a response is required, Fannie Mae lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 59 and denies them on that basis. Fannie Mae further states it acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

60. Paragraph 60 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 60, except to admit that the referenced regulation and statute speak for themselves and are the best evidence of their contents. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

61. Paragraph 61 contains legal argument or conclusions, to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 61 and its subparagraphs (a)-(c). Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

#### **COUNT IV**

**COMPLAINT FOR DAMAGES FOR VIOLATIONS OF THE TRUTH IN LENDING ACT BY FANNIE MAE TRUST 2004-W3’S FAILURE TO SEND THE PLAINTIFF AN ACCURATE PAYOFF STATEMENT PURSUANT TO THE PROVISIONS OF 15 U.S.C.**

**1639**

62. Fannie Mae repeats, reiterates, and realleges each and every response, as if fully set forth herein, to Paragraphs 1-61.

63. Paragraph 63 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae admits Plaintiff seeks damages, denies Plaintiff is entitled to the damages sought, and otherwise denies the allegations in Paragraph 63. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

64. Paragraph 64 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations in Paragraph 64. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

65. Paragraph 65 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae admits this Court has jurisdiction, but denies the remaining allegations in Paragraph 65, except to admit the referenced statute speaks for itself and is the best evidence of its contents. Further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

66. Paragraph 66 contains legal argument and conclusions, and contains allegations against another party, not Fannie Mae, to which no response is required. To the extent a response is required, Fannie Mae lacks sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 66, and therefore denies them on that basis, except to admit, upon information and belief, that BANA is a national banking association and it, in part, services residential mortgage loans, including the loan which is the subject of Plaintiff's

Complaint.

67. Paragraph 67 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 67.

68. Paragraph 68 contains legal argument or conclusions to which no response is required. To the extent a response is required, the referenced statute speaks for itself and is the best evidence of its contents.

69. Paragraph 69 contains legal argument or conclusions, and contains allegations denoted against another party, not Fannie Mae, to which no response is required. To the extent a response is required, Fannie Mae lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 69, and therefore denies them on that basis. Further, to the extent Paragraph 69 references a writing, said writing speaks for itself and is the best evidence of its contents.

70. Fannie Mae lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 70, and therefore denies them on that basis. Further, to the extent Paragraph 70 references a writing, said writing speaks for itself and is the best evidence of its contents. Additionally, Fannie Mae acted at all times in conformance with the law and the subject loan documents and therefore denies all wrongdoing express or implied in this paragraph.

71. Fannie Mae lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 71, and therefore denies them on that basis. Further, to the extent Paragraph 71 references a writing, said writing speaks for itself and is the best evidence of its contents. Additionally, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

72. Fannie Mae lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 72, and therefore denies them on that basis. Further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

73. Paragraph 73 contains legal argument or conclusions to which no response is required. To the extent a response is required, Fannie Mae denies the allegations contained in Paragraph 73.

74. Fannie Mae denies the allegations in Paragraph 74 and its subparagraphs (a)-(d). Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in this paragraph.

## **COUNT V**

### **VIOLATIONS OF REGULATION X AND REGULATION Z**

Count V contains allegations denoted against another party, not Fannie Mae, to which no response is required by Fannie Mae. To the extent a response is required, Fannie Mae denies the allegations contained in Count V to the extent aimed at Fannie Mae. Answering further, Fannie Mae acted at all times in conformance with the law and therefore denies all wrongdoing express or implied in Count V.

## **AFFIRMATIVE DEFENSES**

### **FIRST AFFIRMATIVE DEFENSE**

Plaintiff's claims against Fannie Mae fail, in whole or in part, because Plaintiff fails to state a claim upon which relief may be granted.



**SECOND AFFIRMATIVE DEFENSE**

Plaintiff's claims, in whole or in part, are barred by the doctrine of unclean hands.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiff's claims, in whole or in part, are barred by the doctrine of waiver.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiff's claims, in whole or in part, are barred by the doctrine of estoppel.

**FIFTH AFFIRMATIVE DEFENSE**

Fannie Mae has not violated any duty or obligation owed to Plaintiff under common law, by statute, and/or under any applicable contract or otherwise.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred, in whole or in part, by the doctrine of laches.

**SEVENTH AFFIRMATIVE DEFENSE**

Fannie Mae complied with all applicable laws, regulations, and standards.

**EIGHTH AFFIRMATIVE DEFENSE**

Plaintiff's claims, in whole or in part, are barred or limited by Plaintiff's failure to mitigate any alleged damages.

**NINTH AFFIRMATIVE DEFENSE**

Any and all damages allegedly sustained by Plaintiff are the direct result of action, inactions, or omissions by Plaintiff. To the extent Plaintiff suffered any injury or incurred any damages, Plaintiff's loss is a result of Plaintiff's own actions.

**TENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims, in whole or in part, are barred by the doctrine of setoff.

**ELEVENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims, in whole or in part, are barred by the applicable statutes of limitations.

**WHEREFORE**, Fannie Mae requests that this Court dismiss all the allegations against it in the Complaint, award it costs, and grant such other and further relief as it is entitled to at law or in equity. Fannie Mae reserves the right to amend this Answer and/or assert additional defenses and/or supplement, alter, and/or change Fannie Mae's Answer upon revelation of more definite facts in completion of further discovery.

Dated: May 19, 2017

Respectfully submitted,

FEDERAL NATIONAL MORTGAGE  
ASSOCIATION,  
Defendant,

By its attorneys,

/s/ Dean J. Wagner  
Dean J. Wagner, Esq. (#5426)  
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